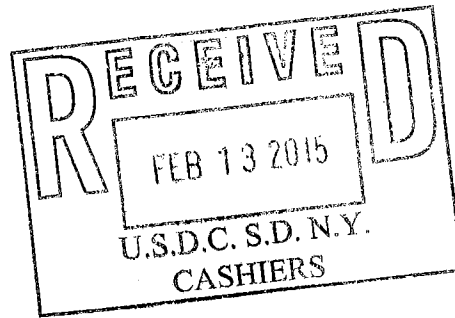


JUDGE CARTER

15 CV 01029

MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN
Attorneys for Plaintiff
Wall Street Plaza
88 Pine Street 21st Floor
New York, NY 10005
212-376-6400



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STARR INDEMNITY & LIABILITY COMPANY,
a/s/o GENERAL COCOA COMPANY, a division of
COFFEE AMERICA (USA) CORPORATION,

Plaintiff,

15 Civ.

-against-

COMPLAINT

M/V "NEDLLOYD VALENTINA", M/V
"NEDLLOYD ADRIANA" and M/V "MAERSK
NITEROI", their engines, boilers, etc. *in rem* and A.P.
MOLLER-MAERSK A/S trading as MAERSK LINE
and MAERSK del ECUADOR as agent for A.P.
MOLLER-MAERSK A/S, *in personam*,

Defendants.

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Plaintiffs, by their attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, as and
for their complaint herein, allege, upon information and belief, as follows:

First: All and singular, the following premises are true and constitute an
admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil
Procedure and are within the admiralty and maritime jurisdiction of the United States and of this
honorable court.

Second: At and during all the times hereinafter mentioned, plaintiff Starr Indemnity & Liability Company ("Starr") had and now has the legal status and principal office and place of business stated in Schedule A, Schedule B and Schedule C, annexed hereto and by this reference made a part hereof.

Third: At and during all the times hereinafter mentioned, plaintiff General Cocoa, a division of Coffee America (USA) Corporation ("General Cocoa") had and now has the legal status and principal office and place of business stated in Schedule A, Schedule B and Schedule C annexed hereto and by this reference made a part hereof.

Fourth: At and during all the times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A, Schedule B and Schedule C were and now are engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as a common carrier of merchandise by water for hire.

Fifth: At and during all the times hereinafter mentioned, the said vessels were and now are general ships employed in the common carriage of merchandise by water for hire and now are or will be, during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

Sixth: On or about the date at the port of shipment stated in Schedule A, Schedule B and Schedule C, there was shipped by the shipper therein named and delivered to defendants and the said vessel, as common carriers, the shipments described in Schedule A, Schedule B and Schedule C, then being in good condition, and defendants and the said vessels then and there accepted said shipments so shipped and delivered to them and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry

the said shipments to the port of destination stated in Schedule A, Schedule B and Schedule C, there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees named in Schedule A and Schedule B and Schedule C.

Seventh: Thereafter, the said vessels arrived at the port of destination, where defendants failed to make delivery of the shipments, all in violation of defendants' and the said vessels' obligation and duties as common carriers of merchandise by water for hire.

Eighth: Plaintiff Starr was and is the underwriter of the shipper, consignee or owner of the shipments described in Schedule A, Schedule B and Schedule C and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear and is entitled to maintain this action.

Ninth: By reason of the premises, plaintiffs have sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sums of \$30,525.97, \$30,302.95 and \$13,817.63 on the losses described in Schedule A, Schedule B and Schedule C, respectively.

WHEREFORE, plaintiffs pray:

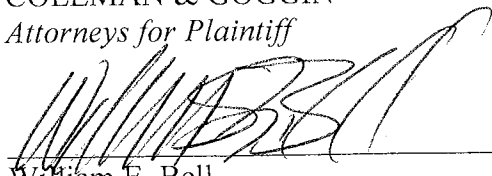
1. That process in due form of law may issue against defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the amount of \$30,525.97 as shall be described in Schedule B, be attached in the amount of \$30,302.95, and as shall be described in Schedule C, be attached in the amount of \$13,817.63, with interest thereon and costs, the sums sued for in this complaint;

3. That judgment may be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs and the disbursements of this action;
4. That process in due form of law, according to the practice of this court in causes of admiralty and maritime claims, may issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this court will be pleased to pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements and that the said vessels may be condemned and sold to pay therefore; and
5. That this court will grant to plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
February 12, 2015

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN
Attorneys for Plaintiff

By:



William E. Bell
Wall Street Plaza
88 Pine Street 21st Floor
New York, NY 10005
212-376-6400
File No.: 19261.00781

To: A.P. Moller-Maersk A/S trading as
Maersk Line
2 Giralda Farms
Madison Avenue
Madison, NJ 07940-0880

Maersk del Ecuador, CA as agent for
A.P. Moller-Maersk A/S
c/o Maersk Line
2 Giralda Farms
Madison Avenue
Madison, NJ 07940-0880

SCHEDULE A*Plaintiff's legal status and place of business*

Plaintiff, Starr Indemnity & Liability Company, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States, with an office and place of business at 399 Park Avenue, New York, New York 10022. Plaintiff, General Cocoa, a division of Coffee America (USA) Corporation, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with offices at 30 Wall Street, 9th Floor, New York, New York 10005 is the importer of record and owner of the shipment described below.

Defendants' legal status and place of business

Defendant, Maersk del Ecuador, CA, as agent for A.P. Moller-Maersk A/S with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison Avenue, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V NEDLLOYD VALENTINA.

Defendant, A.P. Moller-Maersk trading as Maersk Line, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V NEDLLOYD VALENTINA.

<i>Name of Vessel</i>	:	NEDLLOYD VALENTINA, v. 1314
<i>Ports of Loading</i>	:	Guayaquil
<i>Port of Discharge</i>	:	Rotterdam/Antwerp
<i>B/L Number</i>	:	MAEU866220134
<i>Dated</i>	:	November 5, 2013
<i>Container Numbers</i>	:	MRKU4206077; MRKU3526029
<i>Nature of Claim</i>	:	Cargo Damage
<i>Claim Amount</i>	:	\$30,525.97
<i>Description of Shipment</i>	:	Ecuadorian Cocoa Beans
<i>Shipper</i>	:	La Nueva Casa del Cacao, SA
<i>Consignee</i>	:	General Cocoa/Molinbergnatie
<i>Our File No.</i>	:	19261.00776

SCHEDULE B*Plaintiff's legal status and place of business*

Plaintiff, Starr Indemnity & Liability Company, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States, with an office and place of business at 399 Park Avenue, New York, New York 10022. Plaintiff, General Cocoa, a division of Coffee America (USA) Corporation, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with offices at 30 Wall Street, 9th Floor, New York, New York 10005 is the importer of record and owner of the shipment described below.

Defendants' legal status and place of business

Defendant, Maersk del Ecuador, CA, as agent for A.P. Moller-Maersk A/S with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison Avenue, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V NEDLLOYD ADRIANA.

Defendant, A.P. Moller-Maersk trading as Maersk Line, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V NEDLLOYD ADRIANA.

<i>Name of Vessel</i>	:	NEDLLOYD ADRIANA, v. 1314
<i>Ports of Loading</i>	:	Guayaquil
<i>Port of Discharge</i>	:	Rotterdam/Antwerp
<i>B/L Numbers</i>	:	MAEU866405892; MAEU866390821
<i>Dated</i>	:	October 28, 2013
<i>Container Numbers</i>	:	MRKU314770; MRKU2865347 MRKU2505084; MRKU3059325
<i>Nature of Claim</i>	:	Cargo Damage
<i>Claim Amount</i>	:	\$33,302.95
<i>Description of Shipment</i>	:	Ecuadorian Cocoa Beans
<i>Shipper</i>	:	La Nueva Casa del Cacao, SA
<i>Consignee</i>	:	General Cocoa/Molinbergnatie
<i>Our File No.</i>	:	19261.00778

SCHEDULE C*Plaintiff's legal status and place of business*

Plaintiff, Starr Indemnity & Liability Company, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States, with an office and place of business at 399 Park Avenue, New York, New York 10022. Plaintiff, General Cocoa, a division of Coffee America (USA) Corporation, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with offices at 30 Wall Street, 9th Floor, New York, New York 10005 is the importer of record and owner of the shipment described below.

Defendants' legal status and place of business

Defendant, Maersk del Ecuador, CA, as agent for A.P. Moller-Maersk A/S with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison Avenue, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V MAERSK NITEROI.

Defendant, A.P. Moller-Maersk trading as Maersk Line, is a corporation or other business entity duly organized and existing under and by virtue of the laws of one of the States of the United States with an office and place of business c/o Maersk Line, 2 Giraldi Farms, Madison, New Jersey 07940-0880 was and is the owner, time charterer and/or operator of M/V MAERSK NITEROI.

<i>Name of Vessel</i>	:	MAERSK NITEROI, v. 1412
<i>Ports of Loading</i>	:	Guayaquil
<i>Port of Discharge</i>	:	Hamburg
<i>B/L Number</i>	:	MAEU952093472
<i>Dated</i>	:	September 30, 2014
<i>Container Numbers</i>	:	MRKU2569350; MRKU4585767
<i>Nature of Claim</i>	:	Cargo Damage
<i>Claim Amount</i>	:	\$13,817.63
<i>Description of Shipment</i>	:	Ecuadorian Cocoa Beans
<i>Consignee</i>	:	General Cocoa/Quast & Cong GmbH
<i>Our File No.</i>	:	19261.00781